



Certification Automation Supplemental Terms

Last Updated: May 5th, 2023

These Certification Automation Supplemental Terms (“**Supplemental Terms**”), effective as of the date of execution of the Order Form by and between the Customer identified on the Order Form (“**Customer**” or “**you**”) and the OneTrust entity identified on the Order Form (“**OneTrust**”), are legally binding terms governing Customer’s use of the Certification Automation Services (defined below) set forth in an Order Form.

These Supplemental Terms amend the Agreement and form an integral part of the Agreement. If you enter into these Supplemental Terms on behalf of a company or other legal entity including any Affiliates, you represent that you have the authority to bind such entity and Affiliates. If you do not have such authority, you, the Customer, and its Affiliates have no right to use the Certification Automation Services.

Capitalized terms used but not defined in these Supplemental Terms have the meanings given to them in the Agreement.

The following definitions supplement and/or replace the definitions and/or substantially similar definitions in the Agreement. To the extent there is a conflict or inconsistency between the definitions in the Agreement and in these Supplemental Terms, the definitions in these Supplemental Terms shall prevail to the extent of any such conflict or inconsistency solely with respect to any applicable Certification Automation Services set forth in an Order Form.

“**Agreement**” the: (a) OneTrust Master Terms of Service at <https://cdn.onetrust.com/legal/OneTrustMasterTerms.pdf> (“**Master Terms**”) together with any Order Forms and other documents incorporated by reference into the Terms; or (b) the preexisting signed agreement that formed the basis of the commercial transaction between Customer and OneTrust.

“**Authorized Users**” Customer and its Affiliates, and their respective employees, contractors, vendors, or consultants.

“**Cloud Services**” the software as-a-service platform services set out in the Order Form or which OneTrust otherwise agrees to provide to Customer, including upgrades thereto and any related hosting, content, APIs, software delivery kits, software tools and environments provided by OneTrust.

“**Customer Content**” any data, applications, files, information, or materials submitted by or on behalf of Customer or its Authorized Users to: (a) the Cloud Services; or (b) OneTrust or its Affiliates in the course of performing other Services.

“**Order Form**” the: (a) signed order form between the Parties referencing the Master Terms or the Agreement; or (b) the applicable online registration form or click through agreement referencing the Master Terms or the Agreement.

“**Services**” any services (including Cloud Services) which are set out in the Order Form or which OneTrust otherwise agrees to provide to Customer.

“**Certification Automation Services**” Certification Automation, and all related Professional Services where such Services are set forth in the Order Form.

“**Support Portal**” <https://support.tugboatlogic.com/> (or any successor support websites provided by OneTrust).

“**User Guide**” the then-current guides, manuals, written release notes, and any other technical documentation related to the Certification Automation Services which is made available to Customer by OneTrust, including on the Support Portal.

Except as set forth in these Supplemental Terms, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between these Supplemental Terms and the Agreement or any earlier amendment or addendum, these Supplemental Terms will prevail solely with respect to any applicable Certification Automation Services set forth in an Order Form.